

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA	:	CRIMINAL NO. _____
v.	:	DATE FILED: _____
GARY SETH KOPPELMAN	:	VIOLATIONS:
		18 U.S.C. § 1343
	:	(wire fraud - 14 counts)
		Notice of forfeiture

INDICTMENT

COUNTS ONE THROUGH FOURTEEN

THE GRAND JURY CHARGES THAT:

INTRODUCTION

At all times material to this indictment:

1. Concert Coach and Gear, LLC, (“Concert Coach”) was a privately-owned Internet-based business with addresses at 1020 North Delaware Avenue, Philadelphia, Pennsylvania, and 319 North 11th Street, Third Floor, Philadelphia, Pennsylvania. On its Internet website, the business represented that it leased luxury buses for transportation services.

Customers who sought services from Concert Coach contacted Concert Coach by way of e-mail or telephone after viewing its Internet website: www.concertcoach.com.

2. Defendant GARY SETH KOPPELMAN exclusively owned, operated, and controlled Concert Coach. Defendant KOPPELMAN did not own any buses. Instead, defendant KOPPELMAN leased luxury buses from third parties for customers who contacted him through the Concert Coach website.

3. Customers, who usually consisted of businesses and companies that represented musical artists and entertainers, paid for Concert Coach services at the direction of defendant KOPPELMAN by wiring money from their bank accounts to one of three Commerce Bank accounts located at Commerce Bank, 200 Lombard Street in Philadelphia, Pennsylvania. The three accounts under the name of Concert Coach and Gary Koppelman were owned and controlled by defendant KOPPELMAN.

THE SCHEME

4. From on or about May 27, 2005, to on or about October 20, 2006, defendant

GARY SETH KOPPELMAN

devised and intended to devise a scheme to defraud customers of Concert Coach, and to obtain money and property, that is, approximately \$262,441, by means of false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

5. When customers inquired about procuring bus services from defendant GARY SETH KOPPELMAN, he gave a price quote for the amount of time bus services were needed. If the customer indicated that the price quote was acceptable, defendant KOPPELMAN faxed or e-mailed a lease agreement for the customer to sign, explicitly promising that he would provide the agreed-upon bus and transportation service, even though he did not intend to provide the service.

6. In conjunction with sending the lease agreement for the procurement of bus services, defendant GARY SETH KOPPELMAN also demanded advance payment in full via wire transfer for the agreed-upon services.

7. After customers made either a full or partial payment for the agreed-upon services via wire transfer of funds to one of his three Concert Coach accounts at Commerce Bank, defendant GARY SETH KOPPELMAN knowingly and deliberately failed to provide the service that he had falsely promised to the customer.

8. Once defendant GARY SETH KOPPELMAN received the agreed-upon wire transfer of funds from a customer, he ceased all contact with the customer. When customers attempted to contact him about the status of the wire transfer, or about the failure to deliver the agreed-upon bus services, or about a return of payment, defendant KOPPELMAN avoided or refused to speak with the customers. Defendant KOPPELMAN never refunded the money that victims paid to him for the services that he did not provide.

9. On or about each of the dates below, in the Eastern District of Pennsylvania and elsewhere, defendant

GARY SETH KOPPELMAN,

for the purpose of executing the scheme described above, and attempting to do so, knowingly caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below, specifically wire transfers of money, each transmission constituting a separate count:

<u>Count</u>	<u>Date</u>	<u>Amount</u>	<u>From</u>	<u>To</u>
1	05/27/05	\$19,460	Wells Fargo San Francisco, CA	Commerce Bank Philadelphia, PA
2	09/02/05	\$40,000	JP Morgan Chase New York, NY	Commerce Bank Philadelphia, PA
3	10/17/05	\$40,826.72	Bank of America Charlotte, NC	Commerce Bank Philadelphia, PA
4	03/06/06	\$47,488.30	National Commercial Bank Kingston, Jamaica	Commerce Bank Philadelphia, PA

5	06/02/06	\$31,790	City National Bank Los Angeles, CA	Commerce Bank Philadelphia, PA
6	07/07/06	\$18,000	Wachovia Bank NA Linthicum Heights, MD	Commerce Bank Philadelphia, PA
7	06/28/06	\$3,000	Bank of America New York City	Commerce Bank Philadelphia, PA
8	07/12/06	\$2,000	Bank of America New York City	Commerce Bank Philadelphia, PA
9	07/19/06	\$25,000	Bank of America New York City	Commerce Bank Philadelphia, PA
10	08/03/06	\$6,500	City National Bank Los Angeles, CA	Commerce Bank Philadelphia, PA
11	08/15/06	\$9,250	Signature Bank New York, NY	Commerce Bank Philadelphia, PA
12	09/13/06	\$3,000	Citibank New York, NY	Commerce Bank Philadelphia, PA
13	10/18/06	\$5,000	Washington Mutual Bank New York	Commerce Bank Philadelphia, PA
14	10/20/06	\$11,150	Washington Mutual Bank New York	Commerce Bank Philadelphia, PA

All in violation of Title 18, United States Code, Section 1343.

NOTICE OF FORFEITURE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Section 1343, as set forth in this indictment, defendant

GARY SETH KOPPELMAN

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such offenses, including, but not limited to the following: the sum of approximately two hundred sixty-two thousand four hundred and forty-one dollars (\$262,441).

2. Such property shall include, but not be limited to, the following:

a. Money Judgment. A sum of money equal to at least \$262,441 in United States currency, representing the amount of proceeds obtained as a result of the wire fraud charged in Counts One through Fourteen;

b. Bank Accounts. All funds under the control of the above-named defendant in the following bank accounts at Commerce Bank:

- a. Account # xxxxx4903, in the name of Concert Coach and Gear, LLC;
- b. Account # xxxxx4895, in the name of Concert Coach and Gear, LLC; and,
- c. Account # xxxxx4417, in the name of Gary Koppelman.

3. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(1)(C).

A TRUE BILL:

GRAND JURY FOREPERSON

PATRICK L. MEEHAN
UNITED STATES ATTORNEY